

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 06-092**

The City of Lincoln, Nebraska intends to enter into contracts and invite you to submit a sealed bid for:

**UNIT PRICE CONSTRUCTION CONTRACT
FOR
MISCELLANEOUS PAVEMENT CONSTRUCTION
AND RECONSTRUCTION SERVICES**

MEETING OR EXCEEDING CITY'S SPECIFICATIONS

Sealed bids will be received by the City on or before 12:00 noon Central Time, **Wednesday, March 22, 2006** in the office of the Purchasing Agent, "K" Street Complex, South West Wing, Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be examined at:

City of Lincoln Purchasing Division, 440 So. 8th St., Ste. 200, Lincoln, NE 68508
Lincoln Builders Bureau, 5910 So. 58th St., Ste. C, Lincoln, NE 68516
Omaha Builders Exchange, 4255 So. 94th St., Omaha, NE 68127
F. W. Dodge Corporation, 11422 Miracle Hills Dr., Omaha, NE 68127
Construction Market Data, 10665 Bedford, Ste. 105, Omaha, NE 68164
Dodge-Scan, 5700 Broadmoor, Ste. 100, Mission, KS 66202

Copies of the specifications and plans may be obtained from City-County Purchasing, 440 South 8th Street, Suite 200, Lincoln, Nebraska 68508, telephone no. (402) 441-7416, or you can also download this specification on our web site at <http://www.ci.lincoln.ne.us/city/finance/purch/index.htm> Under Bidding Opportunities and Awards.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

**PROPOSAL FOR
SPECIFICATION NO. 06-092
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS PAVEMENT CONSTRUCTION AND
RECONSTRUCTION SERVICES**

BID OPENING TIME: 12:00 NOON

DATE: March 22, 2006

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

SCHEDULE I - CONCRETE WORK

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Type "B" Sawing - Portland Cement Concrete Pavement	L.F.	\$_____
2.	Type "C" Sawing - Portland Cement Concrete Driveways	L.F.	\$_____
3.	Miscellaneous Asphalt and Concrete Removal	C.Y.	\$_____
4.	Concrete Sidewalk, 4" Thick	S.F.	\$_____
5.	Concrete Bikeway, 5" Thick	S.F.	\$_____
6.	Concrete Driveway, 6" Thick	S.F.	\$_____
7.	Concrete Driveway, 8" Thick	S.F.	\$_____
8.	Remove and Replace Concrete Sidewalk, 4" Thick, Complete	S.F.	\$_____
9.	Remove and Replace Concrete Bikeway, 5" Thick, Complete	S.F.	\$_____
10.	Remove and Replace Concrete Driveway, 6" Thick, Complete	S.F.	\$_____
11.	Remove and Replace Concrete Driveway, 8" Thick, Complete	S.F.	\$_____

Company Name _____

SCHEDULE II - ASPHALTIC CONCRETE WORK

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Type "A" Sawing - Asphaltic Concrete Pavement	L.F.	\$ _____
2.	Type "D" Sawing - Asphaltic Concrete Surface Course	L.F.	\$ _____
3.	Miscellaneous Asphalt and concrete Removal	C.Y.	\$ _____
4.	Non-woven Pavement Overlay Fabric, In Place	S.Y.	\$ _____
5.	Asphaltic Concrete Curb	L.F.	\$ _____
6.	Remove and Replace Asphaltic Concrete Curb, Complete	L.F.	\$ _____
7.	Concrete Curb	L.F.	\$ _____
8.	Remove and Replace Concrete curb, complete	L.F.	\$ _____
9.	Asphaltic Concrete Pavement Class 2, Non-Arterial Streets and Parking Areas	S.Y.	\$ _____
10.	Asphaltic Concrete Resurfacing	Ton	\$ _____
11.	Paint Pavement Marking, white or yellow traffic paint, <u>not</u> covered with drop-on glass beads, 4 inch wide		
11.a.	With Glass Beads	L.F.	\$ _____
11.b.	Without Glass Beads	L.F.	\$ _____

SCHEDULE III MOBILIZATION COST: (Per Site) \$ _____

These Unit Price Proposals are offered by _____, hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of _____.

A Partnership doing business as _____.

An Individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

BID SECURITY REQUIRED: Yes _____ Amount: _____
No X _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

(a) Bid prices firm for the full contract period: _____; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:

Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____YES ____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-092**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

Unit Price Service Contracts Instructions

The City/County Purchasing Division has established “unit price” bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:
 - 1.1 **Unit Price Contract:** This series of contracts for routine maintenance, repair and /or remodel with the Owners for labor and material projects equal to or less than \$25,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a \$25,000 performance bond from each contractor for the duration of the contract. During the course of the contract period (which is one year with two each one year renewal options), any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under \$25,000. In addition, for contracts over \$5,000, involving the repair of any public building or other public structure or improvement, and to which the general provisions of the mechanics’ lien laws do not apply, a payment bond in the project estimate amount shall be provided. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.
 - 1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.
 - 1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.
 - 1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND LIMITED REMODELING THAT TOTAL **no more than** \$25,000 FOR THE ENTIRE PROJECT. Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear and minor remodeling to improve the regular compliance for the facility.
 - 1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission, Nebraska.

- 1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.
- 1.6 **Project:** The Unit Price Contracts are restricted to projects for \$25,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.
- 1.7 **Quotation:** A proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work. May be verbal for small projects (under \$5,000) and written for projects \$5,000 and over.

2. **SELECTION POLICIES AND PROCEDURES:**

- 2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for maintenance and repair services with a total project cost of \$25,000 or under.
- 2.1.1 0 to \$5,000: Verbal quote obtained from approved unit price contractor(s).
- 2.1.2 \$5,001 to \$9,999: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors.
- 2.1.3 \$10,000 to \$25,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors, and a notice of approval from the Purchasing Division. (See link on Unit Price Contract page for this form)
- 2.2 Right to Audit: The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
- 2.2.1 Project is over \$25,000
- 2.2.2 Project was subdivided into small phases to avoid the \$25,000 Project limit
- 2.2.3 If proper documentation has not been retained by the Project Manager.
- 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.

Instruction reviewed by City Law Department August 2005

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INSTRUCTIONS TO BIDDERS
COUNTY OF LANCASTER, PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.4 Abid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) upon approval by the Owners of the executed contract.
- 2.5 Owners shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 1. A contract has been executed.
 - 2. The specified time has elapsed so that the bids may be withdrawn.
 - 3. All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, if the bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the bidder fails to provide insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the Owners harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the Owners; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the Owners to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the Owners, and as the Owners deems will best serve their requirements.
- 10.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the Owners.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is

caused by a party indemnified hereunder.

- 11.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

**SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS
PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln (hereinafter referred to as "City"), desires to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous pavement construction and reconstruction services for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the City and the Contractor.
- 1.3 It is estimated that the total amount of work for all departments/agencies of the City for the term of the contracts is approximately \$200,000.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
 - 1.3.2 The Purchasing Division will require a \$25,000.00 Performance Bond from each Contractor for the duration of the Contract.
 - 1.3.3 A copy of the Unit Price Service Contract Instructions is included.
- 1.4 Unit prices being bid shall include costs of materials, shipping, labor, tools, equipment, and overhead and profit.
 - 1.4.1 Labor costs shall include all health and welfare benefits, insurance, taxes, and all other applicable fringe benefits.
 - 1.4.2 Mobilization shall include all contractor costs associated with move-in and move-out for each site.
- 1.5 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period. Any future fluctuation in the costs associated with unit price calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, May 1, 2006, through April 31, 2007; with options to renew for two (2) additional one-year terms beginning May, 2007.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the City, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

3. BIDDING PROCEDURE AND AWARD OF CONTRACTS

- 3.1 Bidding Procedure
 - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
 - 3.1.2 The following documents must be submitted as your bid:
 - 3.1.2.1 Completed and signed Unit Price Proposal Form
 - 3.1.2.2 Qualifications statement.
 - 3.1.2.3 List of references.
 - 3.1.2.4 Bid security in the amount of \$1,000.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
 - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
 - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Quality of the bidder's performance of previous work.
 - 3.2.1.6 Cost of the Unit Price Proposal
 - 3.2.1.7 Any other information deemed relevant to the contract by the City.

- 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
- 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

4. BIDDER QUALIFICATIONS

- 4.1 Bidders shall submit a qualifications statement and a list of references for similar projects with their bidding documents.
 - 4.1.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years are required to be submitted with your proposal form.
 - 4.1.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the City.

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES**

THIS CONTRACT, is made and entered into this _____ day of _____, 2006 by and between _____, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of May, 2006, through the 31st day of April, 2007, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
 - A. No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the City will undertake a separate bid process for such projects.
4. Termination.
 - A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
 - A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
 - A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
 - C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
 - A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
 - B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
 - C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.
12. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
13. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

- B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
 - C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. City's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
16. Contract Bonds.
- A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
17. Sales and Use Tax.
- A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
- A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
20. Use of Subcontractors. The City recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
- A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
22. Invoices.
- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - B. Each project shall be invoiced separately.

- C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____YES ____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this ____ day of _____, 2006.

Lancaster County, Nebraska

Contract Approved as to Form:

County of Lancaster, Nebraska

Lancaster County Attorney

Chairperson, Board of Commissioners

Public Building Commission

Attest:

Lancaster County Clerk

Chairperson, Public Building Commission

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By: _____

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

SPECIAL PROVISIONS FOR MISCELLANEOUS PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES

Except as specifically modified by these Special Provisions, the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project.

I TREE PROTECTION:

The Contractor is to protect all trees that are not required to be removed in this project. Any form of protection chosen by the Contractor, such as fences, ropes, etc., shall be furnished, erected and maintained by the Contractor. Any trees that appear to have significant root damage or any tree that needs trimmed shall be coordinated with the Field Engineer who shall contact the City Arborist to verify any necessary actions in saving, trimming or removing the damaged tree.

II REMOVAL AND REPLACEMENT ITEMS:

Removal items are not necessarily of the same size and shape as the new construction. Removal shall include whatever materials occupy the space which the new construction is intended to occupy. All removal and replacement items shall be paid for under the units identified in the bidding schedule and paid for at the unit price bid for each appropriate item. Such payment shall be full compensation for removal of the existing items and their disposal; preparation of new subgrades; constructing the replacement items; materials, equipment, tools labor and incidentals necessary to complete the removal and replacement of each item called for in the bidding schedule.

III CURB REMOVAL AND REPLACEMENT/CONCRETE CURB:

The replacement of curb shall be accomplished with a slip-form curb machine side mount only, using string line as grade, unless permission is obtained from the Engineer to hand form the curb. The curb may be a curb and gutter section, barrier curb or median curb and must match existing curb.

Removals shall be disposed of at a site approved by the Engineer. The curb removal and replacement shall be done prior to laying the asphalt. The clean-up of the streets and parking lots to their original condition and the park spacing shall be subsidiary to the price for removal and replacement. All earth fill shall be select material and furnished by the Contractor as subsidiary to the items for which direct payment is made.

Concrete curb of the type and style to match existing curb on the street or parking lot, shall be measured for payment by the lineal foot, complete, in place and accepted by the Engineer. The quantity of completed and accepted work shall be paid for at the contract unit price per linear foot for the item "REMOVE AND REPLACE CONCRETE CURB, COMPLETE" or "CONCRETE CURB, COMPLETE". This price shall be full compensation for furnishing, preparing, transporting, delivering and placing all materials; all curing, removing and disposing of old curb as specified herein; and for all labor, equipment, tools and incidentals necessary to complete the work.

IV CONCRETE PAVEMENT, DRIVEWAY, WALK AND MEDIAN SURFACING REMOVAL AND REPLACEMENT:

Removals shall be disposed of at a site approved by the Engineer.

One-inch expansion joints shall be placed at all locations where the pavement, driveway, walk, median surfacing or curb abut.

Concrete pavement, driveway, walk and median repair of the thickness specified shall be measured for payment in square foot complete, in place and accepted by the engineer. The quantity of completed and accepted work shall be paid for at the established contract unit price. This price shall be full compensation for furnishing, preparing, transporting, delivering and placing all materials; all curing, removing and disposing of old pavement and steels as specified herein; and for all labor, equipment, tools and incidentals necessary to complete the work.

V ASPHALTIC CONCRETE:

All asphalt concrete for this project shall meet the specification requirement for asphalt for Non-Arterial Street or parking areas as specified in Chapter 5 and Chapter 12 of the Standard Specifications, for Municipal Construction, 1999.

VI MANHOLE ADJUSTMENT - VALVE BOX

When adjusting manhole or valve boxes, the ring and cover shall be no lower than 3/8" below finish street elevation. If it is determined a manhole or valve box does not meet this requirement, the Contractor, at his own expense, will be required to use the City's Typical Utility Adjustment Detail.

SCHEDULE A
CURRENT CODES IN USE RELATING TO
CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN
AUGUST 1, 1999

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code

Ground Snow Load: 30 lbs. Sq.Ft.

Seismic Zone: Undetermined

Wind Load: 25 lbs. Sq.Ft.

Exposure C

Wind Resistance: 80 m.p.h.

* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES

Lincoln City Libraries

Gary Meier, Bldg. & Grounds Superintendent
14th & N Streets
Lincoln, NE 68508
441-8555, cellular 430-8129

Parks & Recreation Department

2740 A Street
Lincoln, NE 68502
Jerry Shorney, Super Parks/Operations,
441-8259

J. J. Yost, Planning & Construction Mgr.,
441-8525

Mark Canney, Landscape Architect,
441-8253

Roger Drummond, Maint. Supervisor,
441-7955

StarTran

Glenn Knust, Maintenance Superintendent
710 J Street
Lincoln, NE 68508
441-8317

Public Works, Parking Garages & Lots

Ken Smith, Administrator
555 S 10th Street
Lincoln, NE 68508
441-6097

Public Works & Utilities, Water Pollution Control

Steve Crisler, Asst. Superintendent/Maintenance
2400 Theresa Street
Lincoln, NE 68521
441-7966

City/County Property Management

Jerry Allen, Plant Operations Manager
920 O Street, Ste. 203
Lincoln, Ne 68508
441-7355, cellular 432-8526

Police Garage

Pat Wenzl, Manager
635 J Street
Lincoln, NE 68508
441-7691

Lincoln Fire Department

John Huff, Assistant Chief of Administrative Services
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System

John Miriovsky, Superintendent of Operations
2021 N 27th Street
Lincoln, NE 68503
441-7571

Public Works, Street & Traffic Operations

Bill Nass, Maintenance Coordinator
901 N 6th Street
Lincoln, NE 68508
44-7701

Public Works & Utilities, Solid Waste Operations

Karla Welding, Superintendent
6001 Bluff Road
Lincoln, NE
441-7867

CITY OF LINCOLN, NEBRASKA

UNIT PRICE QUOTATION

MISCELLANEOUS PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES, SPEC. NO. 06-092

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Schedule I - Concrete Work, Schedule II - Asphaltic Concrete Work, and Schedule III - Mobilization. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

SCHEDULE I - CONCRETE WORK

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL \$ AMOUNT
1. Type "B" Sawing - Portland Cement Concrete Pavement			
2. Type "C" Sawing - Portland Cement Concrete Driveways			
3. Miscellaneous Asphalt and Concrete Removal			
4. Concrete Sidewalk, 4" Thick			
5. Concrete Bikeway, 5" Thick			
6. Concrete Driveway, 6" Thick			
7. Concrete Driveway, 8" Thick			
8. Remove and Replace Concrete Sidewalk, 4" Thick, Complete			
9. Remove and Replace Concrete Bikeway, 5" Thick, Complete			
10. Remove and Replace Concrete Driveway, 6" Thick, Complete			
11. Remove and Replace Concrete Driveway, 8" Thick, Complete			
TOTAL CONCRETE WORK:			

SCHEDULE II - ASPHALTIC CONCRETE WORK

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL \$ AMOUNT
1. Type "A" Sawing - Asphaltic Concrete Pavement			
2. Type "D" Sawing - Asphaltic Concrete Surface Course			
3. Miscellaneous Asphalt and Concrete Removal			
4. Non-Woven Pavement Overlay Fabric, In Place			
5. Asphaltic Concrete Curb			
6. Remove and Replace Asphaltic Concrete Curb, Complete			
7. Concrete Curb			
8. Remove and Replace Concrete Curb, Complete			
9. Asphaltic Concrete Pavement Class 2, non-arterial streets & parking area			
10. Asphaltic Concrete Resurfacing			
11.a. Paint Pavement Marking, with glass beads			
11.b. Paint Pavement marking, without glass beads			
TOTAL ASPHALTIC CONCRETE WORK:			

SCHEDULE III - MOBILIZATION:

TOTAL PRICE (NOT TO EXCEED)			\$

FIRM: _____

BY: _____

Change Order #: _____

ADDRESS: _____

Accepted: _____

Not Accepted: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____